

REMARKS

Claims 1-16 and 18-32 are currently pending in the subject application and are presently under consideration. Claims 18 and 30-32 have been amended as shown at pages 6 and 7 of the Reply.

Applicants' representative thanks Examiner Traore for the courtesies extended during the telephonic interview conducted on April 2, 2008. Examiner was contacted to discuss the claim objection and rejections under 35 U.S.C. §101, 35 U.S.C. §102(e), and 35 U.S.C. §103(a). During the interview a set of amendments were agreed upon that addressed all of the claim objection and rejections under 35 U.S.C. §101 identified in the Office Action. Furthermore, Examiner agreed that under 35 U.S.C. §103(c) Swift, *et al.* is disqualified as citable prior art. Additionally, Examiner agreed that the claim amendments providing further clarification regarding the security parameter for conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant is not taught by the cited references. These amendments have been incorporated into the claims as shown above. Examiner indicated that further search and consideration was required to determine if the claims would be allowed.

Favorable reconsideration of the subject patent application is respectfully requested in view of the comments and amendments herein.

I. Objection to Claim 31

Claim 31 is objected to because of the following informalities: the claim recites the limitation of a data packet comprising: on line 3 after the preamble. Claim 31 has been amended to remove the limitations in question. As such, withdrawal of this rejection is respectfully requested.

II. Rejection of Claim 30 Under 35 U.S.C. §101

Claim 30 stands rejected under 35 U.S.C. §101 because the claimed invention is directed to non-statutory subject matter. Claim 30 has been amended to recite embodiment on a computer readable storage medium. As such, the amended claim is believed to be directed to statutory subject matter and this rejection should be withdrawn.

III. Rejection of Claims 31 and 32 Under 35 U.S.C. §102(e)

Claims 31 and 32 stand rejected under 35 U.S.C. §102(e) as being anticipated by Corrigan, *et al.* (US 6,640,097). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Corrigan, *et al.* does not teach each and every element of the subject invention as recited in the subject claims.

For a prior art reference to anticipate, 35 U.S.C. §102 requires that “each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950 (Fed. Cir. 1999) (*quoting Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628, 631, 2

USPQ2d 1051, 1053 (Fed. Cir. 1987)).

Independent claim 31 recites *an Application Programming Interface packet to identify a partner; a security credential packet to facilitate authorization of the partner; and a security parameter packet inherited by a business object to facilitate access to a subscription platform database, wherein the security parameter packet includes at least a parameter for conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant, wherein the parameter for conversion indicates allow ability of the second tenant to convert the subscription type from the first type to the second type*. The subject claims disclose security options that support restricting conversion of a subscription from a first type to a second type, for example to prevent one tenant from stealing another tenant’s subscriber. This is a novel feature that prevents one partner from converting another partner’s subscription to their own subscription type. For example, in the telephone industry long distance companies have been known to convert a telephone customer’s phone line to employ their long distance service over the one selected by the customer without the customer’s permission. This has been significant problem termed “slamming” which allows long distance companies to effectively steal another long distance company’s customers. Moreover, the customer isn’t notified when it occurs and only finds out later when they review their phone bill. Corrigan, *et al.* is concerned with WAP provisioning and silent regarding security options including at least conversion of a subscription from a first type to a second type. The Office Action dated January 9, 2008 does not make a citation from Corrigan, *et al.* with respect to this bolded feature from the subject claim. In addition, with respect to the similarly recited limitation from claim 18, the

Office Action explicitly concedes that Corrigan, *et al.* does not teach this feature. As such, the cited reference fails to teach all of the elements of claim 31.

Independent claim 32 recites *at least one security field indicating global security parameters in a subscription platform database, wherein the global security parameters include at least conversion of a subscription from a first type to a second type; at least one object field associated with an account in the database; and at least one class field to associate the security field and the object field.* As noted *supra*, Corrigan, *et al.* fails to disclose security parameters including at least conversion of a subscription from a first type to a second type and thus does not disclose all of the limitations of claim 32.

In view of the foregoing, applicants' representative respectfully submits that Corrigan, *et al.* fails to teach or suggest all limitations of independent claims 31 and 32. Accordingly, withdrawal of this rejection is respectfully requested.

IV. Rejection of Claims 1-3, 5, 6 and 8 Under 35 U.S.C. §103(a)

Claims 1-3, 5, 6 and 8 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Cheng (US 7,096,491) in view of Swift, *et al.* (US 7,113,994). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Cheng does not teach each and every element of the subject invention as recited in the subject claims and Swift, *et al.* is not citable as a prior art reference under based upon 35 U.S.C. §103(c).

Swift, *et al.* is under an obligation of assignment to Microsoft Corporation as is the subject application. Since Swift, *et al.* was not published until September 26, 2006 and the subject application was filed on December 5, 2003, it does not qualify as prior art under 35 U.S.C. §102(a). Moreover, the Swift, *et al.* publication date of September 26, 2006 is not more than one year prior to the December 5, 2003 filing date of the subject application, and therefore, the cited reference does not qualify as prior art under 35 U.S.C. §102(b). As such, under 35 U.S.C. §103(c) Swift, *et al.* is disqualified as citable prior art.

A factfinder should be aware, of course, of the distortion caused by hindsight bias and must be cautious of arguments reliant upon *ex post* reasoning. See *KSR v. Teleflex*, 550 U.S. ___, 127 S. Ct. 1727 (2007) citing *Graham v. John Deere Co. of Kansas City*, 383 U. S. 1, 36 (warning against a “temptation to read into the prior art the teachings

of the invention in issue" and instructing courts to "guard against slipping into the use of hindsight" (quoting *Monroe Auto Equipment Co. v. Heckethorn Mfg. & Supply Co.*, 332 F. 2d 406, 412 (CA6 1964))).

The subject claims relates to verification of permission for an entity to access objects in multiple entity shared environment. For example, in a subscription and billing system, where multiple tenants have data stored in a shared database, access to data and objects can be restricted such that a first tenant does not have access to data or objects accessible by a second tenant. There may also be objects that both tenants can access. Furthermore, a first entity can act as a proxy for a second entity to access an object, such as a particular subscription, not directly accessible by the second entity. In particular, independent claim 1 recites *a system that facilitates access to a plurality of shared software objects by disparate entities, comprising: a platform component that receives a request to access an object by an entity, wherein the entity requests access to an object on behalf of another entity, the entity and the another entity are each an individual human or a business; a data store that stores security information on classes of the objects; and a verification component that employs the security information to verify that the entity has permission to call an Application Programming Interface (API) for the object and/or operate on the object, the verification component permits the another entity to call or operate on the object upon verification that the entity has the permission.*

Cheng does not teach or suggest all of the aforementioned novel features as recited in the subject claim. The cited reference discloses a system for managing access rights to subscriptions of applications. However, the access rights are related to a particular user directly accessing an subscribed application for themselves. As conceded in the Office Action dated January 9, 2008, Cheng is silent regarding an entity requesting access to an object on behalf of another entity as taught in the subject claim. Therefore, Cheng fails to teach or suggest a platform component that receives a request to access an object by an entity, wherein the entity requests access to an object on behalf of another entity, the entity and the another entity are each an individual human or a business; a data store that stores security information on classes of the objects; and a verification component that employs the security information to verify that the entity has permission to call an Application Programming Interface (API) for the object and/or operate on the object, the verification component permits the another entity to call or operate on the object upon

verification that the entity has the permission.

In view of the foregoing, applicants' representative respectfully submits that Cheng fails to teach or suggest all limitations of independent claim 1 (and claims 2, 3, 5, 6 and 8 that depend there from), and thus fails to make obvious the subject claims and Swift, *et al.* is not citable as a prior art reference. Accordingly, withdrawal of this rejection is respectfully requested.

V. Rejection of Claims 18-29 Under 35 U.S.C. §103(a)

Claims 18-29 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Corrigan, *et al.* (US 6,640,097) in view of Beckwith, *et al.* (US 6,330,598). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Corrigan, *et al.* and Beckwith, *et al.* do not teach each and every element of applicants' invention as recited in the subject claims. In addition, applicants' representative believe the Examiner intended for this rejection to be directed to claim 18-29, and not 18-30, based upon the rejections presented under the heading in the Office Action dated January 8, 2008.

Independent claim 18 recites *storing one or more security options in a database, the security options related to an automated billing and provisioning system, wherein the security options include at least conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant, wherein the security option indicates allow ability of the second tenant to convert the subscription type from the first type to the second type.* The subject claims disclose security options that support restricting conversion of a subscription from a first type associated with a first tenant to a second type associated with a first tenant. This prevents one tenant from stealing another tenant's customers by converting their subscription. As conceded in the Office Action dated January 8, 2008, Corrigan, *et al.* does not teach this feature. Beckwith, *et al.* is cited to make up for the deficiencies of Corrigan, *et al.* The cited reference discloses a global service management system for a telecommunication company. The communications network employs a plurality of signal control points provided by a plurality of vendors to manage the communication services. Traditionally, the vendors provide their own software for managing their signal control points. These vendor provided tools are not compatible with each other, which creates a problem when a customer of the telecom company wants to add, modify, and delete services. The changes must be made using each of the vendors provided software tools for each signal control point. Beckwith, *et al.* provides a unified

interface for a telecom employee to propagate the updates to the vendor provided tools. The sections of the reference cited in the Office Action merely make reference to adding, modifying, and deleting services, which is done by the employee of the telecom. All security checks are done based upon the employee making the change. The cited reference is describing a single entity telecommunications company managing their network service offering. Beckwith, *et al.* is silent regarding *a security option which include at least conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant, wherein the security option indicates allow ability of the second tenant to convert the subscription type from the first type to the second type* as disclosed in the subject claim.

In view of the foregoing, applicants' representative respectfully submits that Corrigan, *et al.* and Beckwith, *et al.*, alone or in combination, fail to teach or suggest all limitations of independent claim 18 (and claims 19-29 that depend there from), and thus fails to make obvious the subject claims and Swift, *et al.* is not citable as a prior art reference. Accordingly, withdrawal of this rejection is respectfully requested.

VI. Rejection of Claims 4, 7 and 13-16 Under 35 U.S.C. §103(a)

Claims 4, 7 and 13-16 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Cheng (US 7,096,491) in view of Swift, *et al.* (US 7,113,994) in further view of Corrigan, *et al.* (US 6,640,097). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Cheng in view of Corrigan, *et al.* does not teach each and every element of applicants' invention as recited in the subject claims and Swift, *et al.* is not citable as a prior art reference under based upon 35 U.S.C. §103(c).

Claims 4, 7 and 13-16 depend from independent claim 1. As discussed above, Cheng fails to teach or suggest all limitations of independent claim 1 and Corrigan, *et al.* fails to make up for the deficiencies of Cheng with respect to this independent claim. Corrigan, *et al.* discloses WAP services platform where the server hosting the service can be located at WAP network operators own domain or another domain. This is merely discussing the location of the server hosting the services that the WAP user is accessing. However, the WAP user is accessing the server hosting the services on their own behalf, not on behalf of another WAP user. As conceded in the Office Action dated January 8, 2008 with respect to the similar limitation of claim 30, Corrigan, *et al.* doesn't teach an entity employing its access privileges on behalf of

another entity. Both of the cited references teach an entity accessing an object on their own behalf. Therefore, Cheng and Corrigan, *et al.* fails to teach or suggest *a system that facilitates access to a plurality of shared software objects by disparate entities, comprising: a platform component that receives a request to access an object by an entity, wherein the entity requests access to an object on behalf of another entity, the entity and the another entity are each an individual human or a business; a data store that stores security information on classes of the objects; and a verification component that employs the security information to verify that the entity has permission to call an Application Programming Interface (API) for the object and/or operate on the object, the verification component permits the another entity to call or operate on the object upon verification that the entity has the permission.*

Accordingly, applicants' representative respectfully submits that Cheng and Corrigan, *et al.*, alone or in combination, fail to teach or suggest all limitations as recited in independent claim 1 (and claims 4, 7, 8 and 13-17 that depend there from), and thus fails to make obvious the subject claims and Swift, *et al.* is not citable as a prior art reference. As such, this rejection should be withdrawn.

VII. Rejection of Claims 9-12 Under 35 U.S.C. §103(a)

Claims 9-12 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Cheng (US 7,096,491) in view of Swift, *et al.* (US 7,113,994) in further view of Garg, *et al.* (US 6,289,458). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Cheng in view of Garg, *et al.* does not teach each and every element of applicants' invention as recited in the subject claims and Swift, *et al.* is not citable as a prior art reference under based upon 35 U.S.C. §103(c).

Claims 9-12 depend from independent claim 1. As discussed above, Cheng fails to teach or suggest all limitations of independent claim 1 and Garg, *et al.* fails to make up for the deficiencies of Cheng with respect to this independent claim. Garg, *et al.* discloses a system for managing access rights to objects, as well as, individual or sets of properties or objects within an object. However, the access rights are related to an entity directly accessing an object for themselves. The cited reference is silent regarding an entity requesting access to an object on behalf of another entity as taught in the subject claim. Garg, *et al.* doesn't teach an entity as recited in the subject claim employing its access privileges on behalf of another entity.

Therefore, Cheng and Garg, *et al.* fails to teach or suggest *a system that facilitates access to a plurality of shared software objects by disparate entities, comprising: a platform component that receives a request to access an object by an entity, wherein the entity requests access to an object on behalf of another entity, the entity and the another entity are each an individual human or a business; a data store that stores security information on classes of the objects; and a verification component that employs the security information to verify that the entity has permission to call an Application Programming Interface (API) for the object and/or operate on the object, the verification component permits the another entity to call or operate on the object upon verification that the entity has the permission.*

Accordingly, applicants' representative respectfully submits that Cheng and Garg, *et al.*, alone or in combination, fail to teach or suggest all limitations as recited in independent claim 1 (and claims 9-12 that depend there from), and thus fails to make obvious the subject claims and Swift, *et al.* is not citable as a prior art reference. As such, this rejection should be withdrawn.

VIII. Rejection of Claim 30 Under 35 U.S.C. §103(a)

Claim 30 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Corrigan, *et al.* (US 6,640,097) in view of Swift, *et al.* (US 7,113,994). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Corrigan, *et al.* does not teach each and every element of applicants' invention as recited in the subject claims and Swift, *et al.* is not citable as a prior art reference under based upon 35 U.S.C. §103(c).

Independent claim 30 recites *means for authenticating at least one entity attempting access to an online billing and service, wherein the entity is attempting access on behalf of another entity, the entity and the another entity are each an individual human or a business; means for authorizing the at least one entity or authorizing the another entity upon authorization of the at least one entity; and means for associating a security parameter with at least one business object from a globalized region of a database.* As conceded in the Office Action dated January 8, 2008, Corrigan, *et al.* doesn't teach the entity is attempting access on behalf of another entity, the entity and the another entity are each an individual human or a business.

Accordingly, applicants' representative respectfully submits that Corrigan, *et al.* fails to teach or suggest all limitations as recited in independent claim 30, and thus fails to make obvious the subject claims and Swift, *et al.* is not citable as a prior art reference. As such, this rejection should be withdrawn.

CONCLUSION

The present application is believed to be in condition for allowance in view of the above comments and amendments. A prompt action to such end is earnestly solicited.

In the event any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063 [MSFTP502US].

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicant's undersigned representative at the telephone number below.

Respectfully submitted,
AMIN, TUROCY & CALVIN, LLP

/Himanshu S. Amin/

Himanshu S. Amin
Reg. No. 40,894

AMIN, TUROCY & CALVIN, LLP
24TH Floor, National City Center
1900 E. 9TH Street
Cleveland, Ohio 44114
Telephone (216) 696-8730
Facsimile (216) 696-8731